

MUTUAL TRAFFIC EXCHANGE AGREEMENT

This Mutual Traffic Exchange Agreement ("Agreement") is effective as provided herein by and between NextGen Communications, LLC ("NextGen") and CenturyTel of Northwestern Wisconsin, LLC. ("CenturyTel"), collectively referred to as the "Parties".

WHEREAS, CenturyTel is an incumbent local exchange carrier with authority from the Public Service Commission of Wisconsin ("PSCW or Commission") to provide local exchange services to the Hammond exchange.

WHEREAS, NextGen Communications has obtained authority from the Commission to provide competing local exchange service within the Glenwood City exchange and that exchange area currently has Extended Community Calling ("ECC") with the Hammond exchange; and

In consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

1. NextGen and CenturyTel agree to exchange ECC traffic pursuant to this Agreement. ECC traffic is local traffic, as defined by the Commission, which originates in the local serving area which has ECC. ECC traffic is expressly limited to wireline-to-wireline Local Traffic which: a) originates in the Glenwood City exchange and terminates in the Hammond exchange; or b) originates in the Hammond exchange and terminates in the Glenwood City exchange. All non-ECC Traffic shall be subject to the appropriate state or interstate access charges. This provision in no way limits either Party's rights under the Communications Act of 1934, as amended, State laws or regulatory decisions.

2. The Parties will transit ECC traffic through SBC's Eau Claire Access tandem (EUCLW10161T), unless the Parties mutually agree to an alternative route for transiting ECC traffic between the Parties' networks. The originating Party will be responsible for payment of any transit charges (including tandem switching) assessed by the third party carrier for use of the third party carrier's tandem switch and facilities for the exchange of ECC traffic. The Parties agree that at such time as the Commission enters a final, binding and non-appealable order ("Final Commission Order") determining that payment for transiting charges for the exchange of ECC traffic is to be made by a Party different than the Party on whose network the call originates, the Parties shall compensate each other in accordance with the Final Commission Order retroactive to the effective date of the Final Commission Order.

3. If ECC traffic volumes grow to a point where it is economically advantageous to provide a direct connection between CenturyTel and NextGen or if such a direct connection is otherwise required, then CenturyTel and NextGen shall agree on a mutually acceptable meet point. The Parties agree to negotiate in good faith to amend this Agreement to accommodate such a request.

4. NextGen and CenturyTel agree to terminate ECC traffic on a bill and keep basis of compensation. Bill and keep shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party, regardless of any charges the originating Party may assess its end users.

5. NextGen and CenturyTel agree to load each other's NPA/NXX codes, which may change from time to time, into their respective switch translation databases in a reasonable and timely manner, in accordance with standard industry practices.

6. NextGen and CenturyTel agree to interconnect their SS7 (Signaling System 7) networks either directly or through third parties. NextGen and CenturyTel further agree to exchange TCAP messages that are necessary to provide call management features (automatic callback, automatic recall, and screening list editing) between the NextGen local STPs (Signaling Transfer Points) and the STPs that provide connectivity with the CenturyTel local switch. The Parties agree to set message screening parameters so as to accept messages from any switching systems destined to any signaling point in the SS7 network with which the Parties have a legitimate signaling relation. The Parties further agree to exchange and load point code information in a reasonable and timely manner in accordance with standard industry practices. Neither Party will bill the other Party for exchange of these TCAP (Transaction Capabilities Application Part) messages. This provision shall not be construed to require either Party to convert its networks to SS7.

7. This Agreement shall commence when fully executed and filed with the Commission, as required, and have an initial term of one year. This Agreement will automatically renew for successive one year periods, unless either Party requests renegotiation or gives notice of termination at least sixty (60) days prior to the expiration of the initial or any renewal term. After the initial term, either Party may terminate this Agreement or request renegotiation upon sixty (60) days notice if the Commission issues an Order that would materially affect the current compensation arrangements between CenturyTel and NextGen. In the event a Party requests to renegotiate this Agreement and such renegotiation does not conclude prior to expiration of this Agreement or a Party gives notice of termination and the other Party requests a replacement agreement and a replacement agreement is not reached prior to the expiration of this Agreement, this Agreement shall continue in full force and effect until replaced by a superseding agreement. In the event the Parties fail to agree to such a replacement agreement, either Party may, at any time during the negotiations, invoke the provisions of paragraph 10 of this Agreement. In such event, this Agreement shall continue in effect pending the adoption of a replacement agreement. Nothing in this provision shall prevent the Parties from voluntarily modifying this Agreement in writing. The Parties agree to obtain all necessary regulatory approvals of such amendments or replacement agreements. In the event of a termination of this Agreement or of any telecommunications service provided hereunder, the Parties shall work cooperatively to minimize any potential interruptions of service and/or other disruptions or inconveniences to the Parties' customers.

8. Any amendment, modification, or supplement to this Agreement must be in

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writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements. No amendment, modification, or supplement to this Agreement shall be effective without approval of the Commission, if required.

9. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party, which consent shall not be unreasonably withheld, shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a subsidiary or affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. The Party making the assignment shall notify the Commission sixty (60) days in advance of the effective date of the assignment.

10. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute.

11. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During the Commission proceeding, each Party shall continue to perform its obligations under this Agreement; provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

12. If either Party ("Defaulting Party") materially breaches any material provision of this Agreement, and such failure or breach continues for 30-days after written notice thereof from the other Party, the other Party may, by written notice terminate the Agreement. The Party receiving written notice regarding the breach may correct the breach within the 30-day period, in which case the Agreement shall not terminate.

13. In the event of a termination as described in Paragraph 12, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption. Neither Party shall disconnect service to the other Party without first obtaining Commission approval if required by the Commission.

14. Except for a Party's willful or intentional misconduct, neither Party shall be liable to the other for any lost profits or revenues or for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of

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service hereunder. A repeated breach of a material obligation under this Agreement may be offered as evidence of willful or intentional misconduct. A Party's liability shall not be limited with respect to its indemnification obligations under this Agreement.

15. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

16. Indemnification.

- a. Each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage or expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence (but only to the extent of such negligence) or willful or intentional misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In addition, the Indemnifying Party will, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third Party against the Indemnified Party.
- b. The Indemnified Party will (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, provided, however, that if there are reasonable defenses in addition to those asserted by the Indemnifying Party, the Indemnified Party and its counsel may direct such defenses, which shall be at the expense of the Indemnifying Party.
- c. The Indemnifying Party will not be liable under this Section for

settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense. In no event shall the Indemnifying Party settle a third party claim or consent to judgment with regard to a third party claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

17. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action or other privilege.

18. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather ("Force Majeure Event"). If either party is unable to perform due to a Force Majeure Event, the other party shall continue to perform to the extent it is able to do so.

19. Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

20. Confidential Information

- a. To the extent permitted by applicable law, all information which is disclosed by one Party ("Disclosed Party") to the other Party ("Recipient") in connection with this Agreement shall automatically be deemed proprietary to the Disclosing Party and subject to this Agreement, unless confirmed in writing to be exempt from this Agreement. In addition, by way of example and not limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission and similar information shall be deemed Confidential Information. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service

as specified in this Agreement.

- b. Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions by Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Recipient has provided Disclosing Party with written notice of such requirement as soon as possible and prior to disclosure, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.
- c. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

21. All notices or other communication hereunder shall be deemed to have been duly given when made in writing by facsimile, electronic mail, delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

To NextGen:	NextGen Communications, LLC ATTN: Mark Anderson 316 Third Street Clear Lake, WI 54005 Facsimile: (715) 263-2267 E-mail: cltel@cltcomm.net
To CenturyTel:	CenturyTel of Northwest Wisconsin, LLC. 333 Front Street Lacrosse, WI 54602-4800 Facsimile: (608) 796-7890 Email: fran.runkel@centurytel.com

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be

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changed by written notice given by such Party to the other pursuant to this Section.

22. If any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of the Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

23. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

24. This Agreement constitutes the entire matter hereof and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

25. This Agreement may be executed in counterparts and such counterparts shall together constitute one and the same instrument.

NextGen and CenturyTel hereby authorize and execute this Agreement.

NEXTGEN COMMUNICATIONS, LLC

**CENTURYTEL OF NORTHWESTERN
WISCONSIN, LLC.**

Signature

Signature

Name Printed or Typed

Carrick Inabnett

Name Printed or Typed

Title

Corporate Carrier Relations Manager

Title

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